

Dist. 9/9/87 n.c.

5980



3155 EL-BEE ROAD ■ BOX 1448 ■ DAYTON, OHIO 45401-1448 ■ 513-296-2700

August 19, 1987

Ms. Ruth Mancos
U.S. EPA-Region v
CERCLA Enforcement Section (5HE-12)
230 South Dearborn St.
Chicago, Il. 60604

RECEIVED
SEP - 1 1987
U.S. EPA REGION V
WASTE MANAGEMENT DIVISION
HAZARDOUS WASTE MANAGEMENT SECTION

RE: 5HE-12
Sanitary Landfill Company (IWD) Site
1855 Cardington Road, Montgomery County, Moraine, Ohio

Dear Ms. Mancos:

This will acknowledge receipt of Mr. Basil G. Constantelos' letter dated July 14, 1987 (Received July 17, 1987), regarding the above-referenced subject.

After careful review of the four (4) page letter and the information requested by your office of Waste Management, we will attempt to provide as much information as possible to assist you in your investigation regarding hazardous substances, pollutants and contaminants released at the above-referenced site.

I would, although, like to take this opportunity to first explain the nature of our business and the refuse generated in the course of our operation.

Elder-Beerman Stores Corp. is a major retail department store chain with its headquarters and warehouse distribution center located in Moraine, Ohio, with 29 stores located throughout Ohio, one (1) in Indiana, and one (1) presently under construction in Michigan. Elder-Beerman Stores Corp. is also the parent company of some 80 women's specialty stores and over 150 shoe stores nationally.

Disposal of our refuse is contracted for with local trash haulers. In the Dayton area, which subject site is located, we use two (2) trash haulers, one being Koogler-Suburban Refuse Removal Co., the other Industrial Waste Disposal Co., Inc. It is my understanding these are sister companies, each operating in separate districts within the area.

Elder-Beerman

Elder-Beerman Stores Division ■ Bee-Gee Shoe Division ■ Margo's Division

Trash generated as a part of our operation includes paper, corrugated boxes, plastic hangers, plastic garbage bags, plastic wrappings, alteration scraps, restaurant refuse, and paper towels and/or rags containing common ordinary cleaning detergents such as window cleaner, scouring powder, floor buffing and scrubbing pads.

At our headquarters we operate a sign/print shop and we have disposed of solvents through a local hazardous waste removal company named Safety-Kleen Corp. Also disposed of through Safety-Kleen was solid and liquid wax accumulated over a period of time.

With reference to your specific requests, the following is provided:

1. Regarding disposal of sign/print shop substances and solid and liquid wax attached is a copy of our Purchase Order contracting for its removal, Safety-Kleen's Manual Order Form, and their invoice for \$372.06.

As for the disposal of our company refuse, attached are copies of our contracts with the two (2) local refuse companies mentioned above. We are invoiced monthly by these haulers and on each invoice it provides the date or dates hauls from our stores were made. They do not indicate the disposal site.

2. Elder-Beerman does not offer nor does it transport hazardous substances (liquid, solid, sludge) to the above-referenced site.
3. Not Applicable.
4. Not Applicable.
5. Not Applicable.
6. Not Applicable.
7. Not Applicable.
8. Not Applicable.

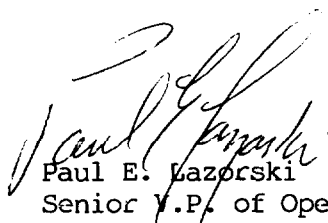
We hope you will find this information helpful in your investigation for the future cleanup of the subject site.

Should you have any questions or require further information, please contact Mr. Anthony J. DiNofa, Director of Purchasing at (513) 296-2898.

The information contained herein is true and accurate to the best of my knowledge and belief. Further, the documents submitted herein

are certified as true and authentic copies of originals to the best
of my knowledge and belief.

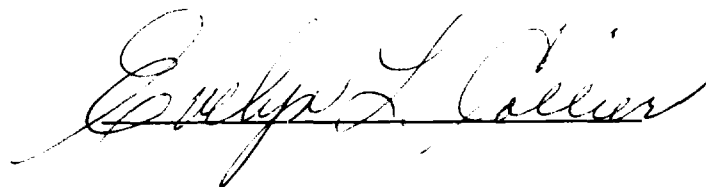
Very truly yours,


Paul E. Lazorski
Senior V.P. of Operations

PEL/hr

State of Ohio)
County of Montgomery) SS

Sworn to and subscribed in my presence this 1st day of September,
1987.



EVELYN L. COLLIER, Notary Public
In and for the State of Ohio
My Commission Expires October 25, 1991

Edler-Beerman

**EXPENSE
PURCHASE
ORDER**

EXPENSE
PURCHASE
ORDER
NUMBER

E- 003342

P. O. BOX 1448
DAYTON, OHIO 45401-1448
513-296-2700

PAGE 1 OF 1 PAGES

DATE	INVOICE NO.	ACCOUNT NO.	DEBIT / CREDIT
10/17		81078-191	210/7
TERMS		REPAID	COLLECT
1/10 Net 30			

SHIP TO:

3155 EL-BEE RD.
SOUTH DOCK
DAYTON, OHIO 45439

(NEW YORK & VICINITY)
U.S. PACKING & SHIPPING CO.
HARBOR & INDUSTRIAL DR.
JERSEY CITY, NEW JERSEY

TAXABLE TAX EXEMPT 89-030418

OTHER

VENDOR

Safety Kleen
Miles Lisa L.
Day City, OH 45371

MAIL INVOICES IN DUPLICATE TO:

Elmer C. ...
355 Elmer ...
Dayton, Ohio 45439
Attn: Expense Dept.

SPECIAL SHIPPING INSTRUCTIONS

- 1) Shipments under 100 lbs. ship via UPS.
- 2) Packing list must accompany each shipment.
- 3) Invoices with freight charges in excess of \$25.00 must be accompanied by freight bill.

SHIPMENTS IN EXCESS OF 100
CARTONS MUST PHONE IN
ADVANCE FOR DOCK
APPOINTMENT.

RECEIVING HOURS
7:00 AM to 11:30 AM
12:15 AM to 3:45 PM

STOCK NO.	QUANTITY	DESCRIPTION	UNIT COST	TOTAL
1.		Properly dispose in accordance with local, state and federal guidelines the following:		
		A. Two (2) full 55 gallon drums of liquid waste at our Patuxent Warehouse		234.00
		B. one-half (1/2) 55 gallon drum of solid waste at Patuxent		
		C. Three (3) 55 gallon drums of printing materials at our Moraine Warehouse		117.00
		D. Seven (5) 55 gal. drums of oil/grease waste		
		<i>Confirmation</i>		
		<i>Do Not Duplicate</i>		

BUYER SIGNATURE

PHONE

THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS
ON BOTH THE FRONT AND BACK OF THIS DOCUMENT.

COUNTERSIGNATURE

Terms and Conditions

agreement. It is agreed that this order shall become a contract as to all the terms set forth herein when it is accepted by shipment of any portion of the goods covered hereunder or by any part performance of the work covered hereby. It is further understood and agreed that no condition, clause, agreement or other understanding, in any way modifying, changing, or varying the conditions of this order, will be binding upon Buyer, or any of its subsidiary or affiliate companies unless such changes are made in writing and signed by an authorized representative of Buyer. No conditions of any nature, oral or in writing, stated in acknowledging this order shall be binding upon the Buyer unless specifically accepted and agreed to by Buyer in writing.

2. **Applicable Law.** All purchase orders from Buyer are issued with reference to the laws of the State of Ohio and the rights and duties of all persons and the construction and effect of all provisions of such purchase orders shall be governed by and construed according to the laws of Ohio.

3. **Price and Delivery.** Seller shall furnish the items called for by this order in accordance with the prices and delivery stated on the face of this order. If prices and/or delivery dates are not stated, Seller shall offer its lowest prices or best delivery dates, both of which shall be subject to written acceptance by Buyer. All prices include all applicable taxes, except sales tax, which is separately shown where applicable. Seller warrants and represents that prices charged herein are, to the best of its knowledge and belief, in accordance with all applicable laws and regulations of all governmental agencies.

4. **Changes.** Buyer reserves the right at any time to make changes in drawings, specifications, quantities, and delivery schedules as to any goods and/or work covered by this order. Such changes, to be binding on either Buyer or Seller, must be made by a written alteration to this order. Any differences in price or time for performance resulting from such changes shall be equitably adjusted, shown on the change order and subject to Buyer's written approval.

Performance. Deliveries of goods or services ordered hereunder are to be made both in quantities and at the times specified by Buyer. Buyer shall have the right to cancel this order if shipment is not made in accordance with such schedules for quantities or time periods, or to refuse to accept delivery if shipments are made in advance of schedules herein or if quantities are less than or in excess of this order. Any such cancellation or refusal to accept shall be without liability of Buyer on account thereof.

6. **Delays.** Seller shall not be liable for delays or default in deliveries due to causes reasonably beyond his control, provided written notification of excusable delay is given to Buyer within ten days of the occurrence causing same. In such event buyer may terminate the order without liability on account thereof.

7. **Inspection.** Payment for all goods or services furnished hereunder shall not constitute acceptance thereof. All goods shall be received subject to Buyer's inspection. If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, Buyer, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such goods (plus inbound transportation charges if bought F.O.B. shipping point) at Seller's expense, such goods not to be replaced without written authorization by Buyer.

8. **Default.** Buyer reserves the right, without liability to Seller, to terminate all or any part of this purchase order in the event that Seller fails or is unable to comply with any of the terms and conditions hereof. Such termination shall not constitute a waiver of any other right or remedy Buyer may have against Seller for breach of the contract resulting from acceptance of this purchase order.

9. **Cancellation.** Buyer reserves the right to cancel in whole or part the contract resulting from the acceptance of this order if the Seller becomes insolvent; files a voluntary petition in bankruptcy, or an involuntary petition is filed to have Seller declared bankrupt and is not vacated within thirty (30) days of the date thereof; Seller executes an assignment for benefit of creditors; or if Seller breaches any of the terms hereof including the warranties of the Seller. In the event of such cancellation, Buyer shall have no liability to Seller. Such cancellation shall not constitute a waiver of any other right or remedy Buyer may have against Seller for breach of the contract resulting from acceptance of this purchase order.

10. **Warranties.** Seller represents and warrants that all goods covered by this order are merchantable, free from defects in material and

workmanship, and are suitable for the use intended whether express or implied. Seller warrants that such goods and/or services conform to specifications, drawings and other descriptions furnished by Buyer. All warranties extend to Buyer and its customers. Seller warrants that goods shall be delivered free from any security interest or other lien, incumbrance, or claim of any third person. These warranties shall survive inspection, acceptance, passage of title, and payment by the Buyer. Said warranties shall be for a minimum of one year from the date the goods or work to be delivered hereunder are placed in service or such longer period as the parties may specify or as may be prescribed by law.

11. **Patents.** Seller agrees to defend Buyer and its customers from any and all suits for infringement of letters patent, copyright, and/or trademark, which suit results from the use or sale of goods sold and delivered under this order, and will indemnify and hold buyer and its customers harmless, in any such suit, or suits, from any or all costs, and for recovery by way of profits, damages or otherwise arising out of such suit or suits; provided, however, that the foregoing shall not apply where goods are made to Buyer's specifications or designs.

12. **Indemnification.** Seller agrees to indemnify and hold harmless Buyer against any and all liabilities whatsoever, for damages and/or injuries which may be incurred by Buyer by virtue of defective material and/or workmanship in the goods furnished hereunder. If this order covers the performance of labor for Buyer, Seller agrees to indemnify and hold harmless Buyer from and against all liabilities, claims or demands for injuries (including death) or damage to any person or property growing out of the performance of the contract which results from the acceptance of this order by Seller.

13. **Insurance.** Seller shall maintain at all times during the performance of labor and/or services for Buyer under the contract which results from the acceptance of this order, workmen's compensation insurance with applicable statutory limits, employer's liability of \$100,000 limit, and comprehensive public liability insurance including "XCU", products-completed operations, automobile and contractual liability coverages with limits of at least \$500,000 combined single limits for bodily injury and property damage for both general liability and automobile liability coverages. Upon Buyer's request, Seller shall furnish an insurance carrier certificate and/or state issued certificate evidencing the above coverages. Upon Buyer's requests, insurance carrier certificates must be endorsed to provide that Buyer shall be notified ten (10) days prior to any substantial modification or termination of the subject policy.

14. **Liens.** If this order covers job site work, Seller shall be solely responsible for all claims of whatever nature arising out of non-payment for services, labor and materials furnished or contracted for by Seller in performance of work hereunder, including all liens which may be levied against Buyer or its customers. Before final payment, or at any time upon Buyer's request, Seller shall furnish Buyer with an affidavit conforming to the laws of the state in which work is performed, or in absence of any such law then an affidavit satisfactory to Buyer setting forth the names and amounts due and remaining unpaid to all persons furnishing services, labor, or materials hereunder. Buyer shall have the right to pay directly to all Seller's creditors all such amounts as may be due them and deduct same from payments to Seller.

15. **Use of Buyer's Data/Publicity.** Seller shall not without prior written consent of Buyer use or disclose any data, designs, or other information belonging to or supplied by or on behalf of Buyer, except in performance of orders for Buyer or the Government where the Government has such right. Upon Buyer's request such data, designs or other information and any copies thereof shall be returned to Buyer. Seller shall not make or authorize any news release, advertisement or other disclosure which shall deny or confirm the existence of this order without the prior written consent of Buyer, except as may be required to perform this order.

16. **Cash Discounts.** All cash discount terms will be effective from date of actual receipt and acceptance of items and/or services purchased, or receipt of correct and acceptable invoice, whichever is later.

17. **Compliance With Laws.** In performance of this order Seller shall comply with all Federal, State and local laws, rules and regulations for violation of which Buyer may be liable, including without limitation all applicable requirements of the Fair Labor Standards Act and the Walsh-Healy Act.

18. **Waiver.** The Waiver by Buyer of any of its rights under this purchase order in any one or more instances shall not constitute a waiver by Buyer of any other rights hereunder or of such rights on a future occasion.



FED. ID NO. 99-8090019

M 31354

MANIFEST NUMBER	X X X X X
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CUSTOMER NUMBER

Elder - DeFmann

NAME **927** PATERSON Blvd

ADDRESS Dayton Ohio

CITY/STATE

ZIP

BILLO

4-037-02-0019

CUSTOMER NUMBER

Fidler - Beerman

NAME 3155 67bce Rd

ADDRESS

CITY/STATE Dayton

45439

ZIP

MACHINE SERVICE SECTION

USED MANUAL ORDER BECAUSE:

- ☐ PRE-PRINT MISPLACED
- ☐ PRE-PRINT NOT RECEIVED
- ☐ CUSTOMER REQUESTED EARLY SERVICE
- ☐ SCHEDULING REALIGNMENT
- ☐ CUSTOMER NEEDED PRODUCT
- ☐ _____
- ☐ _____
- ☐ OTHER - EXPLAIN _____

CONTAINERS

	16 Gal	30 Gal
No. DM	No. DM	No. DM
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US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)

Waste, Petroleum Naphtha, Combustible Liquid, UN 1255

Waste, Compound, Cleaning, Liquid, Corrosive Material, NA 1760

Total Quantity = Number of Drums x Ave. Wt/Drum of: Pails #, 16 Gal #, 30 Gal

DESIGNATED FACILITY NAME AND ADDRESS: **SAFETY-KLEEN CORP**

4205 LISA DR TIPP CITY OHIO 45371

USA EPA ID No. 0409E0653155

[illegible]

I certify that my hazardous waste streams total less than 220 pounds (100 kg) for this calendar month and that I am not required to obtain an EPA identification number.

GENERATOR'S
INITIALS

[illegible]

TOTAL PRODUCT AMOUNTS

TOTAL SERVICE AMOUNT
(FROM ABOVE)

CHARGE MY ACCOUNT FOR THIS TRANSACTION UNLESS OTHERWISE INDICATED IN THE PAYMENT RECEIVED SECTION. ALSO I HAVE NOTED THE PRESENCE OF MACHINE, SOLVENT, AND RECLAMATION AGREEMENT INFORMATION ON THE REVERSE SIDE.

TOTAL DUE 372.06

GENERATOR/CUSTOMER SIGNATURE

INVOICES ARE SUBJECT TO AN INTEREST CHARGE OF THE LESSER OF 1 1/4% PER MONTH (15% PER ANNUM)
OR THE MAXIMUM RATE ALLOWED BY LAW ON ANY UNPAID INVOICES THAT ARE NOT PAID WITHIN 30 DAYS

IN THE EVENT OF DEFAULT, SAFETY-KLEEN SHALL BE ENTITLED TO RECOVER COSTS OF COLLECTION INCLUDING REASONABLE ATTORNEY'S FEES

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION

**DIRECTIONS FOR SAFE, EFFECTIVE USE OF THE SAFETY-KLEEN PARTS WASHER UNIT
AND SAFETY-KLEEN IMMERSION CLEANER UNIT. READ BEFORE USING.**

I. SAFETY-KLEEN PARTS WASHER SOLVENT

Safety-Kleen solvent is a high flash, hydrocarbon solvent suitable for use in degreasing applications.

A. Combustibility

Safety-Kleen solvent is a combustible material. That means it will burn under certain conditions. Your Safety-Kleen parts washer should not be installed where it can be exposed to heat, sparks or open flame; nor should there be any smoking nearby while a Safety-Kleen parts washer is in use.

B. In Case of Fire

Use dry chemicals, foam or carbon dioxide to extinguish flame. The safety fusible link is designed to melt and allow the cover to fall shut and smother any flames.

Toxicity

Safety-Kleen solvent is by definition considered only slightly toxic to relatively non-toxic. Avoid inhaling or swallowing the Safety-Kleen solvent and its coming in contact with your skin, face and eyes. If taken internally, splashed in your eyes, inhaled, or upon contact with your skin, face or eyes, follow the instructions below for treatment.

1. Skin contact-Remove Safety-Kleen solvent by wiping skin and then washing affected area with soap and water. If there has been prolonged skin contact with the solvent, use skin cream after removal of the solvent and washing the affected area with soap and water.
2. Eyes-Wash with plenty of water. Call a physician immediately.
3. Internally-Do not induce vomiting. Rinse carefully if appreciable quantity is ingested. Call physician immediately. Guard against inhaling solvent into lungs. In severe cases, drink two to four ounces of olive oil and one to two ounces of activated charcoal. Render supportive treatment if central nervous depression occurs.
4. Inhalation-Because of the low vapor pressure of the Safety-Kleen solvent, the amount of solvent vapor in the air around your parts washer while in use will only be a fractional amount of the total amount of solvent vapor allowed by OSHA standards for safe use by working personnel. Nevertheless, adequate ventilation should be provided in any area where the Safety-Kleen parts washer is being used.
5. Clothes-If your clothes become saturated with solvent, change clothes immediately. Above all, do not smoke or go near an open flame or sparks while clothes are wet with solvent.

II. USE OF YOUR SAFETY-KLEEN PARTS WASHER

- A. Avoid leaving large parts or tools in your parts washer which might prevent the lid from closing in case of a fire in your place of business.
- B. Avoid leaving solvent soaked rags either in your parts washer, wadded up on workbenches or in uncovered containers. Do not put a solvent soaked rag in your pocket. It will cause a skin rash at point of contact.
- C. If you use a soaking pan, make certain that its height is less than the sink height and empty it into the sink as soon as you have finished using your parts washer.
- D. Do not let open pans of solvent sit either in the sink or anywhere else around your place of business.
- E. When cleaning carburetors, avoid dumping any gasoline which might be in the carburetor into your Safety-Kleen parts washer. Gasoline has an extremely low flash point (-100° Fahrenheit). Even very small amounts of gasoline tend to lower the flash point of Safety-Kleen solvent.
- F. If, for any reason, the fusible link should break or fail, call your local Safety-Kleen branch for a replacement. Do not use a cotter key or other device to hold the lid up. The fusible link is checked each time a Safety-Kleen man services your unit and if the safety link is faulty, it will be replaced. If it breaks between our service periods, call for a replacement immediately.
- G. Do not place extremely heavy objects in one end of the parts washer unit. The parts washer is very stable but an extremely heavy object could result in the washer being tipped if it is bumped, causing the solvent to dump out on your floor.
- H. Any and all solvent spills should immediately be soaked up with absorbent material, such as Flor Dry or Oil Dri, and the solvent soaked material should be removed from the shop area.
- I. Part of Safety-Kleen's service is immediate repair or replacement of your parts washer should there be any failure of any kind. Simply call your local Safety-Kleen branch. The number is on the parts washer lid.
- J. Your Safety-Kleen parts washer should be plugged into a grounded outlet. Under no circumstances should a grounding prong be snipped off the plug. Safety-Kleen provides, at no charge, an adapter which permits grounding on two-prong electrical outlets.
- K. Do not use glass containers to remove solvent from your parts washer which might be used for other reasons in other parts of the shop.

III. SAFETY-KLEEN IMMERSION CLEANER SOLVENT

Immersion Cleaner Solvent is a mixture of chlorinated solvents, cresylic acid and rosin soap in water for use in removing varnish formed on automotive parts such as carburetors, transmissions, etc.

A. Nonflammable -

Safety-Kleen Immersion Cleaner is nonflammable and will not support combustion.

B. Toxicity -

This solvent contains chlorinated hydrocarbons, cresylic acids and rosin soap. **DO NOT BREATHE VAPORS! HARMFUL OR FATAL IF SWALLOWED! DO NOT INDUCE VOMITING! CALL A PHYSICIAN IMMEDIATELY. KEEP AWAY FROM EYES! WASH IMMEDIATELY AND COPIOUSLY WITH RUNNING WATER. CALL A PHYSICIAN.**

Avoid contact with skin and clothing. If solvent is inadvertently spilled on skin or clothes wash immediately with running water. Remove clothes as quickly as possible and discard.

IV. USE OF YOUR SAFETY-KLEEN IMMERSION CLEANER

- A. Remove heavy grease and soil with Safety-Kleen parts washer. Drain thoroughly before placing parts in immersion cleaner.
- B. Disassemble parts to be cleaned.
- C. Place parts in basket and lower into the solvent and close cover completely.
- D. Apply agitation-DO NOT EXCEED ONE HALF (1/2) HOUR WITHOUT INSPECTION. Solvent works best at 70°F. to 80°F. At colder temperatures may require longer cleaning time and at higher temperatures it may require a shorter cleaning time.
- E. Under no circumstances should parts be allowed to remain in solvent overnight. They may be severely damaged.
- F. To operate the immersion cleaner correctly, carefully follow directions listed on the cover of the immersion cleaner unit.

Should you desire any further information about our solvent, our service or our company, please do not hesitate to write or call - Phone No. 312/697-8460. The Safety-Kleen parts washer is covered under Directive #100-22, issued by the Occupational Safety and Health Administration's Director, Office of Standards, dated February 20, 1973.


RECLAMATION AGREEMENT

Safety-Kleen agrees, as part of this machine placement, to collect for reclamation from Customer the used solvent supplied by Safety-Kleen to the machine. Collection of the used solvent shall be on a periodic basis as otherwise provided herein. Safety-Kleen shall reclaim the used solvent for redelivery.

Safety-Kleen and Customer agree that this agreement is intended to satisfy the requirements of 40 Code of Federal Regulations 262.20(e), as amended, and state regulations which implement said provision. Customer agrees to keep this form on file for 3 years from the date of last service.

S safety-kleen corp.

BOX 1800 • ELGIN, IL 60121
312/697-8460
ADDRESS CORRECTION REQUESTED

ACCOUNT NUMBER 4-037-02-30685		CUSTOMER NAME ELDER BEERMAN FLEET		
STOCK NO./SERVICE 10636	QUANTITY 3	UNIT COST 117.00	TOTAL # 372.06	CUST. ORDER NO.
				SERVICE DATE 02-25-87
				INVOICE NUMBER M31354
* SALES TAX INCLUDED \$21.06		PAY THIS INVOICE AMOUNT BY 03-14-87  \$372.06		

<input type="checkbox"/>	FIRST CLASS MAIL
<input type="checkbox"/>	U.S. POSTAGE PAID
<input type="checkbox"/>	POST CARD RATE
<input type="checkbox"/>	PERMIT 726
<input type="checkbox"/>	ELGIN, ILL

ZIP + 4

PW DETACH HERE... RETURN THIS PORTION WITH PAYMENT
 MACHINE LOCATION 4-037-02-0019
 937 S PATTERSON BLVD DAYTON

OH 45402

M31354 403702306850037206002106

0037206 ELDER BEERMAN
 3155 EL-BEE RD
 3737 CHESTER AVE
 DAYTON OH 45439

MAIL TO 

Handwritten signature



BOX 1800 • ELGIN, IL 60121
(312) 697-8460

DUNS NO. 05106-0408
FED. ID. NO. 39-6090019

INVOICE

PARTS WASHER EXPLANATION OF STOCK NO./SERVICE

STOCK NO./SERVICE	U/M	DESCRIPTION	STOCK NO./SERVICE	U/M	DESCRIPTION
80	EACH	BENCH MODEL	811	EACH	PENETRANT
100 DR 110	SERVICE	IMMERSION CLEANER	812	PAIR	GLOVES
101 TO 110 & 150	CASE	OIL FILTERS	819	EACH	SPRAY BRAKE CLEANER
180 TO 174	SERVICE	MODEL 16 MACHINE	866	30 LBS. EACH	GENERAL PURPOSE CLEANER
199	EACH	OIL FILTER TOOL	900 TO 999	EACH	PREMIUM
300 TO 303	SERVICE	MODEL 30 MACHINE	2347	EACH	FILTER BAG
510 TO 790	SERVICE	CUSTOMER MACHINE	2535	EACH	RESERVOIR W/SOLVENT
800 801, 813 TO 816	EACH	BRUSH	2559 TO 2563	EACH	DISPLAY/ACCESSORIES
802	CAN	HAND CLEANER	2595	EACH	RETURNED RESERVOIR
803	EACH	DISPENSER	3318 & 3332	EACH	POLY BAG
804	BOTTLE	HAND CLEANER	4408	EACH	EXTENSION CORD
806	EACH	BASKET	10886	125 LBS. EACH	GENERAL PURPOSE CLEANER
809	EACH	COLD PARTS CLEANER	14775 TO 2497	EACH	WHEEL SEAL
810	EACH	SPRAY CHOKER	ALL OTHER #'S		SEE SERVICE DOCUMENT

PAINT FINISHING EXPLANATION OF STOCK NO./SERVICE

STOCK NO./SERVICE	U/M	DESCRIPTION	STOCK NO./SERVICE	U/M	DESCRIPTION
400	2 LBS.	CREAM WAX	6103 TO 6105	10/PACK	GRINDING DISCS
402	QUART	FINISH GLAZE	6106, 6107	50/PACK	FILE PAPER
403	QUART	CLEANER & WAX	6108, 6109, 6128, 6129	25/PACK	FILE PAPER
410	GALLON	W/W TIRE CLNR READY MIX	6116 TO 6121	25/PACK	SANDING DISCS
411	GALLON	W/W TIRE CLNR CONCENTRATE	6122 TO 6127	250/BOX	OA DISCS
412	GALLON	UPHOLSTERY SHAMPOO	6130, 6148	75/PACK	SANDING DISCS
413	GALLON	VINYL TOP COATING	6134 TO 6138, 6146	50/PACK	9x11 SHEETS
440 & 444	GALLON	BODY FILLER	6139, 6140, 6143, 6144	25/PACK	SANDING DISCS
450 TO 452	GALLON	RUBBING COMPOUND	6141, 6142	25/PACK	JITTERBUG
604	GALLON	HAND CLEANER W/GRIT	6200 TO 6203	EACH	SAFETY DISC KIT
6000	EACH	NEW PAD X'D	6210	5 oz. TUBE	DISC ADHESIVE
6002	EACH	BODY SHOP PAD X'D	6211	EACH	8" SOFT PAD
6003	EACH	SUPER FINE PAD X'D	10450 TO 10452	6 GAL.	RUBBING COMPOUND
6019	EACH	T NUT	98001-98003	EACH	LOST OR DAMAGED PAD
6031	EACH	BACK UP PLATE #1	ALL OTHER #'S		SEE SERVICE DOCUMENT
6032	EACH	BACK UP PLATE #2			

RESTAURANT EXPLANATION OF STOCK NO./SERVICE

STOCK NO./SERVICE	U/M	DESCRIPTION
FLTR SVC	SERVICE	FILTER SERVICE
SOAK SVC	SERVICE	SOAK CLEAN SERVICE
H & D SVC	SERVICE	HOOD AND DUCK CLEANING
FIRE SVC	SERVICE	FIRE SYSTEM SERVICE
300	GALLON	WIPE CLEAN
301	GALLON	SOAK CLEAN
315	EACH	BRUSH FOR WIPE CLEAN
366	50 LBS. EACH	GENERAL PURPOSE CLEANER
866	30 LBS. EACH	GENERAL PURPOSE CLEANER
7131	PAIR	DISPOSABLE GLOVE
10666	120 LBS. EACH	GENERAL PURPOSE CLEANER

DRY CLEANING EXPLANATION OF STOCK NO./SERVICE

STOCK NO./SERVICE	U/M	DESCRIPTION
775, 778	BOX	PERCHLOROETHYLENE
835	DRUM	FIBER BOX USE FEE
10007		PLASTIC DRUM USE FEE
10008		CARTRIDGE DISPOSAL DISCOUNT
10009		PERC DISPOSAL DISCOUNT
1001		STANDARD CARTRIDGE
12002 TO 12004, 12010 TO 12012	DRUM	STILL BOTTOMS
12005	DRUM	1000 CARTRIDGE
12006	EACH	SEAL CARTRIDGE
12010	EACH	16 GAL. DRUM CHARGE
12016	EACH	16 GAL. DRUM CHARGE
12022	EACH	16 GAL. DRUM CHARGE
ALL OTHER #'S		SEE SERVICE DOCUMENT

SAFETY-KLEEN CORP., P.O. BOX 1800 • ELGIN, IL 60121

RETAIN TOP HALF FOR YOUR RECORDS

P. O. BOX 1448
DAYTON, OHIO 45401-1448
513-296-2700

**EXPENSE
PURCHASE
ORDER**

EXPENSE
PURCHASE
ORDER
NUMBER

E- 003322

PAGE OF PAGES

DATE	INVOICE NO.	QUANTITY	REMARKS
10/10/10	1000	1000	1000
FOR	PREPARED	COLLECT	TERMS
1000			1000

TAXABLE & TAX EXEMPT 89-030418

SHIP TO:

(NEW YORK & VICINITY)

□ 3155 EL-BEE RD.
SOUTH DOCK
DAYTON, OHIO 45439

☐ U.S. PACKING & SHIPPING CO.
HARBOR & INDUSTRIAL DR.
JERSEY CITY, NEW JERSEY

☐ OTHER

SHIP VIA

MAIL INVOICES IN DUPLICATE TO:

155. *Stenobothrus*
Stenobothrus *Stenobothrus*
Stenobothrus *Stenobothrus*
Stenobothrus *Stenobothrus*

SPECIAL SHIPPING INSTRUCTIONS

- 1) Shipments under 100 lbs. ship via UPS.
- 2) Packing list must accompany each shipment.
- 3) Invoices with freight charges in excess of \$25.00 must be accompanied by freight bill.

SHIPMENTS IN EXCESS OF 100
CARTONS MUST PHONE IN
ADVANCE FOR DOCK
APPOINTMENT.

RECEIVING HOURS

7:00 AM to 11:30 AM
12:15 AM to 3:45 PM

[illegible]

BUYER SIGNATURE

PHONE

THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS
ON BOTH THE FRONT AND BACK OF THIS DOCUMENT.

COUNTERSIGNATURE

Terms and Conditions

agreement. It is agreed that this order shall become a contract as to all the terms set forth herein when it is accepted by shipment of any portion of the goods covered hereunder or by any part performance of the work covered hereby. It is further understood and agreed that no condition, clause, agreement or other understanding, in any way modifying, changing, or varying the conditions of this order, will be binding upon Buyer, or any of its subsidiary or affiliate companies unless such changes are made in writing and signed by an authorized representative of Buyer. No conditions of any nature, oral or in writing, stated in acknowledging this order shall be binding upon the Buyer unless specifically accepted and agreed to by Buyer in writing.

2. **Applicable Law.** All purchase orders from Buyer are issued with reference to the laws of the State of Ohio and the rights and duties of all persons and the construction and effect of all provisions of such purchase orders shall be governed by and construed according to the laws of Ohio.
3. **Price and Delivery.** Seller shall furnish the items called for by this order in accordance with the prices and delivery stated on the face of this order. If prices and/or delivery dates are not stated, Seller shall offer its lowest prices or best delivery dates, both of which shall be subject to written acceptance by Buyer. All prices include all applicable taxes, except sales tax, which is separately shown where applicable. Seller warrants and represents that prices charged herein are, to the best of its knowledge and belief, in accordance with all applicable laws and regulations of all governmental agencies.
4. **Changes.** Buyer reserves the right at any time to make changes in drawings, specifications, quantities, and delivery schedules as to any goods and/or work covered by this order. Such changes, to be binding on either Buyer or Seller, must be made by a written alteration to this order. Any differences in price or time for performance resulting from such changes shall be equitably adjusted, shown on the change order and subject to Buyer's written approval.

Performance. Deliveries of goods or services ordered hereunder are to be made both in quantities and at the times specified by Buyer. Buyer shall have the right to cancel this order if shipment is not made in accordance with such schedules for quantities or time periods; or, to refuse to accept delivery if shipments are made in advance of schedules herein or if quantities are less than or in excess of this order. Any such cancellation or refusal to accept shall be without liability of Buyer on account thereof.
6. **Delays.** Seller shall not be liable for delays or default in deliveries due to causes reasonably beyond his control, provided written notification of excusable delay is given to Buyer within ten days of the occurrence causing same. In such event buyer may terminate the order without liability on account thereof.
7. **Inspection.** Payment for all goods or services furnished hereunder shall not constitute acceptance thereof. All goods shall be received subject to Buyer's inspection. If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, Buyer, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such goods (plus inbound transportation charges if bought F.O.B. shipping point) at Seller's expense, such goods not to be replaced without written authorization by Buyer.
8. **Default.** Buyer reserves the right, without liability to Seller, to terminate all or any part of this purchase order in the event that Seller fails or is unable to comply with any of the terms and conditions hereof. Such termination shall not constitute a waiver of any other right or remedy Buyer may have against Seller for breach of the contract resulting from acceptance of this purchase order.
9. **Cancellation.** Buyer reserves the right to cancel in whole or part the contract resulting from the acceptance of this order if the Seller becomes insolvent; files a voluntary petition in bankruptcy, or an involuntary petition is filed to have Seller declared bankrupt and is not vacated within thirty (30) days of the date thereof; Seller executes an assignment for benefit of creditors; or if Seller breaches any of the terms hereof including the warranties of the Seller. In the event of such cancellation, Buyer shall have no liability to Seller. Such cancellation shall not constitute a waiver of any other right or remedy Buyer may have against Seller for breach of the contract resulting from acceptance of this purchase order.
10. **Warranties.** Seller represents and warrants that all goods covered by this order are merchantable, free from defects in material and

workmanship, and are suitable for the use intended whether express or implied. Seller warrants that such goods and/or services conform to specifications, drawings and other descriptions furnished by Buyer. All warranties extend to Buyer and its customers. Seller warrants that goods shall be delivered free from any security interest or other lien, incumbrance, or claim of any third person. These warranties shall survive inspection, acceptance, passage of title, and payment by the Buyer. Said warranties shall be for a minimum of one year from the date the goods or work to be delivered hereunder are placed in service or such longer period as the parties may specify or as may be prescribed by law.

11. **Patents.** Seller agrees to defend Buyer and its customers from any and all suits for infringement of letters patent, copyright, and/or trademark, which suit results from the use or sale of goods sold and delivered under this order, and will indemnify and hold Buyer and its customers harmless, in any such suit, or suits, from any or all costs, and for recovery by way of profits, damages or otherwise arising out of such suit or suits; provided, however, that the foregoing shall not apply where goods are made to Buyer's specifications or designs.
12. **Indemnification.** Seller agrees to indemnify and hold harmless Buyer against any and all liabilities whatsoever, for damages and/or injuries which may be incurred by Buyer by virtue of defective material and/or workmanship in the goods furnished hereunder. If this order covers the performance of labor for Buyer, Seller agrees to indemnify and hold harmless Buyer from and against all liabilities, claims or demands for injuries (including death) or damage to any person or property growing out of the performance of the contract which results from the acceptance of this order by Seller.
13. **Insurance.** Seller shall maintain at all times during the performance of labor and/or services for Buyer under the contract which results from the acceptance of this order, workmen's compensation insurance with applicable statutory limits, employer's liability of \$100,000 limit, and comprehensive public liability insurance including "XCU", products-completed operations, automobile and contractual liability coverages with limits of at least \$500,000 combined single limits for bodily injury and property damage for both general liability and automobile liability coverages. Upon buyer's request, Seller shall furnish an insurance carrier certificate and/or state issued certificate evidencing the above coverages. Upon Buyer's requests, insurance carrier certificates must be endorsed to provide that Buyer shall be notified ten (10) days prior to any substantial modification or termination of the subject policy.
14. **Liens.** If this order covers jobsite work, Seller shall be solely responsible for all claims of whatever nature arising out of non-payment for services, labor and materials furnished or contracted for by Seller in performance of work hereunder, including all liens which may be levied against Buyer or its customers. Before final payment, or at any time upon Buyer's request, Seller shall furnish Buyer with an affidavit conforming to the laws of the state in which work is performed, or in absence of any such law then an affidavit satisfactory to Buyer setting forth the names and amounts due and remaining unpaid to all persons furnishing services, labor, or materials hereunder. Buyer shall have the right to pay directly to all Seller's creditors all such amounts as may be due them and deduct same from payments to Seller.
15. **Use of Buyer's Data/Publicity.** Seller shall not without prior written consent of Buyer use or disclose any data, designs, or other information belonging to or supplied by or on behalf of Buyer, except in performance of orders for Buyer or the Government where the Government has such right. Upon Buyer's request such data, designs or other information and any copies thereof shall be returned to Buyer. Seller shall not make or authorize any news release, advertisement or other disclosure which shall deny or confirm the existence of this order without the prior written consent of Buyer, except as may be required to perform this order.
16. **Cash Discounts.** All cash discount terms will be effective from date of actual receipt and acceptance of items and/or services purchased, or receipt of correct and acceptable invoice, whichever is later.
17. **Compliance With Laws.** In performance of this order Seller shall comply with all Federal, State and local laws, rules and regulations for violation of which Buyer may be liable, including without limitation all applicable requirements of the Fair Labor Standards Act and the Walsh-Healy Act.
18. **Waiver.** The Waiver by Buyer of any of its rights under this purchase order in any one or more instances shall not constitute a waiver by Buyer of any other rights hereunder or of such rights on a future occasion.

ELDER BEERMAN STORES
HAULED BY KOOGLER-SUBURBAN
01/09/87

<u>LOCATION</u>	<u>SERVICE</u>	<u>MONTHLY RATE</u>
#13 - 1057 Lebanon Pike	1-6yd 1xwk	\$ 76.58
#21 - 2300 Smithville Road	1-4yd 1xwk	60.39
#23 - 9045 Lebanon Pike	1-3yd 1xwk	47.82
#24 ³⁴ - 2300 Msbg-Cent. Road	1-4yd 1xwk	60.39

	<u>ROLLOFF</u>	<u>HAULING RATE</u>
#89 ⁹⁰ - 2400 Msbg-Cent. Road	42yd comp 40yd	\$ 83.00 69.00 40.00 rental
#21 - 2300 Smithville Road	42yd comp	77.00
#23 - 9045 Lebanon Pike	42yd comp	83.00
#36 - 1122 Kauffman	36yd comp	124.00
#24 ³⁴ - 2300 Msbg-Cent. Road	42yd comp	69.00
#08 - 3888 Linden	42yd comp	86.00
#86 - 921 S. Patterson Blvd.	40yd	67.00 40.00 rental
#91 - 3155 El Bee Road	34yd comp 42yd comp	62.00 74.00

KOOGLER SUBURBAN REFUSE REMOVAL CO.

#980 Industrial Lane
Dayton, Ohio 45430
513/426-6115

SERVICE AGREEMENT NON-HAZARDOUS WASTES

SERVICE AGREEMENT

BILLING

CUSTOMER'S BILLING NAME	
CUSTOMER'S BILLING ADDRESS	
CITY, STATE, ZIP CODE	
CUSTOMER CONTACTS	TELEPHONE NO.
SERVICE LOCATION	
SERVICE ADDRESS	TELEPHONE NO.
CITY, STATE, ZIP CODE	
BANK REFERENCE	CONTACT

CUSTOMER NUMBER	
NEW ACCOUNT	\$
HOW OBTAINED	
CHANGE	\$
TYPE OF CHANGE	
CANCEL	\$
REASON	
SHORT TERM	\$
CUSTOMER P.O.	
TELEPHONE NO.	

THIS IS A LEGALLY BINDING CONTRACT, AND CONTRACTOR AGREES TO PROVIDE AND CUSTOMER AGREES TO ACCEPT THE FOLLOWING SERVICES AND EQUIPMENT AT THE CHARGES AND FREQUENCY OF COLLECTION INDICATED BELOW SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED ON THE REVERSE SIDE.

CONTAINER SPECIFICATIONS

QUANTITY	CAPACITY (CU. YDS.)	OPEN	CLOSED	FRONT	REAR	OTHER	CASERS
	(See Attached)						

FREQUENCY OF SERVICE

- ☐ ON CALL
☐ PICK UP(S) PER WEEK

EFFECTIVE SERVICE DATE

EFFECTIVE DISC. DATE

- ☐ CUSTOMER OWNED
☐ WMI OWNED

EQUIP. PROMISE DATE

P.U. DEL. DATE DELIVERED

CONTRACT REVIEW DATE

SCHEDULE OF CHARGES

SERVICE CHARGE PER MONTH \$

ADDITIONAL CHARGE PER YARD OVER CONT. SPEC. \$

CONTAINER USE CHARGE \$

COMPACTOR USE CHARGE \$

SERVICE CHARGE PER

☐ YARD \$

☐ LOAD SIZE \$

OR SIZE \$

LIFT SIZE \$

SIZE \$

*INDICATE COMPACTOR LOAD WITH A "C"

PREVIOUS SVC \$

PRESENT SVC \$

CONTAINER SHOP DEL. P.U.

SERVICE DATA

	MON	TUE	WED	THUR	FRI	SAT	SUN	TOT
NEW								
OLD								
ROUTE								

CHECK LIST

- ☐ 640 ☐ TICKET PLATE ☐
☐ UPDATE STREET LISTING ☐ CUST. FILE ☐
☐ SALE SUMMARY ☐ COMPACTOR FILE ☐
☐ TICKET TAB ☐ ROUTE CARD ☐

(OFFICE USE ONLY)

SPECIAL INSTRUCTIONS

All Elder Beerman locations front load and roll off service per attached list:
All rates guaranteed (front load and roll off) thru 12-31-87.

The term of this agreement shall be from the below written date through January 31, 1988, and shall not renew automatically.

MISCELLANEOUS DATA FOR

TERMS AND CONDITIONS ON REVERSE SIDE ARE PART OF THE AGREEMENT.

CUSTOMER
AUTHORIZED SIGNATURE
Sr. VP. Operations
TITLE

Jan. 23, 1987
DATE

CONTRACTOR
REPRESENTATIVE'S SIGNATURE

TERRITORY NO.

DATE

TERMS AND CONDITIONS OF SERVICE AGREEMENT

TERM. The term of this agreement shall be for three years from the effective date of service, and shall be automatically renewed for like terms thereafter unless either party shall give written notice of termination (Certified Mail) to the other at least sixty (60) days prior to the termination of the initial term or any renewal term. In the event the Customer terminates this agreement other than as provided above, Customer shall pay to Contractor, as liquidated damages, a sum calculated as follows: (a) if the remaining term under this agreement is six or more months, Customer shall pay its most recent monthly charge multiplied by six; (b) if the remaining term under this agreement is less than six months, Customer shall pay its most recent monthly charge multiplied by the number of months remaining in the term.

WASTE MATERIALS. Customer warrants that the waste materials delivered to Contractor hereunder will not contain any hazardous, toxic or radioactive wastes or substances as defined by applicable federal, state, local or provincial laws or regulations. Customer acknowledges that he has read a one page document entitled "Contractor's Definition of Special Waste" (Form No. WM _____ dated _____) and warrants that the waste materials delivered to Contractor hereunder will not contain any special waste, as so defined, unless and except as specifically described in "Generator's Waste Material Profile Sheet" attached hereto. Contractor shall acquire title to the waste materials when loaded into Contractor's vehicles; provided, however, that title to and liability for the waste materials excluded from this agreement above shall remain with Customer, and Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property or the environment arising out of the breach of the warranty stated above.

DEFINITION OF EQUIPMENT. The term "equipment" as used herein shall mean all equipment furnished by Contractor in providing the services as specified on the face of this agreement. All equipment furnished by Contractor, which Customer has not purchased, shall remain the property of Contractor and Customer shall have no right, title or interest in the equipment.

CUSTOMER'S RESPONSIBILITY FOR EQUIPMENT. Customer shall be responsible for all loss or damage to the equipment, other than normal wear and tear and except for loss or damage resulting from Contractor's handling of the equipment when providing its services hereunder. Customer shall not overload or move the equipment, or make any alterations or improvements to the equipment and shall use the equipment only for the proper purposes for which it is intended. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment.

On collection day, Customer shall provide unobstructed access to the equipment. If the equipment is inaccessible, Customer will be notified, and any additional collection service or attempts to provide such service shall be charged as an "extra pick-up".

CHARGES AND PAYMENT. Customer shall pay Contractor for the services provided by Contractor in accordance with the Schedule of Charges shown on the face of this agreement.

Customer shall be liable for all taxes, fees or other charges imposed upon the disposal of Customer's waste materials by federal, state, local or provincial laws and regulations.

Payment shall be made by Customer within ten (10) days after receipt of an invoice from Contractor. In the event that any payment is not made when due, Contractor, at its sole option, may, at any time, terminate this agreement on notice to Customer and recover any equipment on the premises of Customer. Contractor may impose, and Customer agrees to pay, a late fee not to exceed the maximum rate allowed by applicable law for all past due payments.

DISPOSAL AND FUEL COST INCREASES. Since disposal charges and fuel costs are a significant portion of the cost of Contractor's services provided hereunder, Contractor may increase the unit price of the Schedule of Charges in an amount equal to any equivalent unit increase in disposal or fuel costs.

OTHER ADJUSTMENTS TO SCHEDULE OF CHARGES. The Schedule of Charges may be adjusted from time to time to reflect increases in the Consumer Price Index since the last adjustment (or since the date of execution of this agreement for the first adjustment). The Schedule of Charges may be adjusted for reasons other than increases in disposal or fuel costs or the Consumer Price Index, subject to approval by Customer.

SPECIAL WASTE. If this agreement pertains to Contractor's furnishing of services and equipment for "special waste," then the following additional terms and conditions shall apply:

Customer warrants that the special waste has the components and characteristics meeting the description contained in the "Generator's Waste Material Profile Sheet" attached hereto and made a part hereof.

In the event such special waste is later determined or defined to be hazardous, toxic or radioactive waste or if the disposal facility permitted to receive such special waste ceases operations or is later prohibited to receive such waste, then this agreement shall be subject to immediate termination by either party upon written notice to the other.

If manifests or shipping papers are required by law to accompany the special waste to the storage or disposal facility, Customer is responsible to prepare all manifests or papers in form and number required by law.

PAVEMENT DAMAGE. Contractor shall not be responsible for damage to Customer's pavement or other driving surface resulting from the weight of Contractor's vehicles servicing the equipment location designated by Customer.

CHANGES. Changes in the Schedule of Charges, frequency of collection service, number, capacity and type of equipment may be agreed to orally or in writing, by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

ATTORNEY'S FEES. In the event of a breach of this agreement by either party, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this agreement.

ASSIGNMENT AND BENEFIT. This agreement shall be binding on the parties and their successors and assigns.

MISCELLANEOUS. If any conflict or differences exist in this agreement between terms which are printed and those which are typed or written, the typed or written language shall govern.

F. O. BOX 1448
DAYTON, OHIO 45401-1448
513-231-8700

**EXPENSE
PURCHASE
ORDER**

EXPENSE
PURCHASE
ORDER
NUMBER

E-003321

PAGE OF PAGES

DATE: 10/10/54			DRAWN BY: J. L. HARRIS	
TO: J. L. HARRIS			BY: J. L. HARRIS	
FOR: J. L. HARRIS			TERMS: 30	
DEBIT: J. L. HARRIS			CREDIT: J. L. HARRIS	

☐ TAXABLE ☐ TAX EXEMPT 89-030418

SHIP TO:

(NEW YORK & VICINITY)

□ 3155 EL-BEE RD.
SOUTH DOCK
DAYTON, OHIO 45

☐ U.S. PACKING & SHIPPING CO.
HARBOR & INDUSTRIAL DR.
JERSEY CITY, NEW JERSEY

VENDOR

Extraction WLF Disposal Co. Inc.

2975 Whinnock Field Rd

201.34.4214

Anthony Martin

☐ OTHER

SHIP VIA

MAIL INVOICES IN DUPLICATE TO:

Chen-Bowen-Li's Card.

3155 *Al. n. d.*

with him 1579

At: Franklin, Tenn.

SPECIAL SHIPPING INSTRUCTIONS

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- 2) Packing list must accompany each shipment.
- 3) Invoices with freight charges in excess of \$25.00 must be accompanied by freight bill.

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CARTONS MUST PHONE IN
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PHONE

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BUYER

COUNTERSIGNATURE

Terms and Conditions

Agreement. It is agreed that this order shall become a contract as to all the terms set forth herein when it is accepted by shipment of any portion of the goods covered hereunder or by any part performance of the work covered hereby. It is further understood and agreed that no condition, clause, agreement or other understanding, in any way modifying, changing, or varying the conditions of this order, will be binding upon Buyer, or any of its subsidiary or affiliate companies unless such changes are made in writing and signed by an authorized representative of Buyer. No conditions of any nature, oral or in writing, stated in acknowledging this order shall be binding upon the Buyer unless specifically accepted and agreed to by Buyer in writing.

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workmanship, and are suitable for the use intended whether express or implied. Seller warrants that such goods and/or services conform to specifications, drawings and other descriptions furnished by Buyer. All warranties extend to Buyer and its customers. Seller warrants that goods shall be delivered free from any security interest or other lien, incumbrance, or claim of any third person. These warranties shall survive inspection, acceptance, passage of title, and payment by the Buyer. Said warranties shall be for a minimum of one year from the date the goods or work to be delivered hereunder are placed in service or such longer period as the parties may specify or as may be prescribed by law.

11. **Patents.** Seller agrees to defend Buyer and its customers from any and all suits for infringement of letters patent, copyright, and/or trademark, which suit results from the use or sale of goods sold and delivered under this order, and will indemnify and hold buyer and its customers harmless, in any such suit, or suits, from any or all costs, and for recovery by way of profits, damages or otherwise arising out of such suit or suits; provided, however, that the foregoing shall not apply where goods are made to Buyer's specifications or designs.
12. **Indemnification.** Seller agrees to indemnify and hold harmless Buyer against any and all liabilities whatsoever, for damages and/or injuries which may be incurred by Buyer by virtue of defective material and/or workmanship in the goods furnished hereunder. If this order covers the performance of labor for Buyer, Seller agrees to indemnify and hold harmless Buyer from and against all liabilities, claims or demands for injuries (including death) or damage to any person or property growing out of the performance of the contract which results from the acceptance of this order by Seller.
13. **Insurance.** Seller shall maintain at all times during the performance of labor and/or services for Buyer under the contract which results from the acceptance of this order, workmen's compensation insurance with applicable statutory limits, employer's liability of \$100,000 limit, and comprehensive public liability insurance including "XCU", products-completed operations, automobile and contractual liability coverages with limits of at least \$500,000 combined single limits for bodily injury and property damage for both general liability and automobile liability coverages. Upon buyer's request, Seller shall furnish an insurance carrier certificate and/or state issued certificate evidencing the above coverages. Upon Buyer's requests, insurance carrier certificates must be endorsed to provide that Buyer shall be notified ten (10) days prior to any substantial modification or termination of the subject policy.
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15. **Use of Buyer's Data/Publicity.** Seller shall not without prior written consent of Buyer use or disclose any data, designs, or other information belonging to or supplied by or on behalf of Buyer, except in performance of orders for Buyer or the Government where the Government has such right. Upon Buyer's request such data, designs or other information and any copies thereof shall be returned to Buyer. Seller shall not make or authorize any news release, advertisement or other disclosure which shall deny or confirm the existence of this order without the prior written consent of Buyer, except as may be required to perform this order.
16. **Cash Discounts.** All cash discount terms will be effective from date of actual receipt and acceptance of items and/or services purchased, or receipt of correct and acceptable invoice, whichever is later.
17. **Compliance With Laws.** In performance of this order Seller shall comply with all Federal, State and local laws, rules and regulations for violation of which Buyer may be liable, including without limitation all applicable requirements of the Fair Labor Standards Act and the Walsh-Healy Act.
18. **Waiver.** The Waiver by Buyer of any of its rights under this purchase order in any one or more instances shall not constitute a waiver by Buyer of any other rights hereunder or of such rights on a future occasion.

ELDER BEERM... STORES
HAULED BY INDUSTRIAL WASTE DISPOSAL
1/9/87

<u>LOCATION</u>	<u>SERVICE</u>	<u>MONTHLY RATE</u>
#111 - 840 E. Main St., Trotwood	1-2yd 1xwk	\$34.00
#122 - 2917 NW Philadelphia Tire Center	1-4yd 1xwk	\$66.25
	<u>ROLLOFF</u>	<u>HAULING RATE</u>
#111 - 840 E. Main St., Trotwood	1-42 yd.	\$103.00/load plus disposal
#122 - 2917 NW Philadelphia	1-42 yd.	\$ 81.00/load plus disposal
#134 - 1530 Covington, Piqua	1-40 yd.	\$ 89.00/load plus disposal \$ 40.00 rental
⁸⁷ #188 - 5370 Salem Ave.	1-42 yd.	\$103.00/load plus disposal \$ 40.00 rental

INDUSTRIAL WASTE DISPOSAL CO., INC.

3975 Wagoner Ford Road, P. O. Box 14577

Dayton, Ohio 45414

1-513 278-0821

SERVICE AGREEMENT

NON HAZARDOUS WASTES

CUSTOMER'S BILLING NAME	
CUSTOMER'S BILLING ADDRESS	
CITY, STATE, ZIP CODE	
CUSTOMER CONTACTS	TELEPHONE NO.
SERVICE LOCATION	
SERVICE ADDRESS	TELEPHONE NO.
CITY, STATE, ZIP CODE	
BANK REFERENCE	CONTACT

CUSTOMER NUMBER	
NEW ACCOUNT	\$
HOW OBTAINED	
CHANGE	\$
TYPE OF CHANGE	
CANCEL	\$
REASON	
SHORT TERM	\$
CUSTOMER P.O.	
TELEPHONE NO.	

THIS IS A LEGALLY BINDING CONTRACT, AND CONTRACTOR AGREES TO PROVIDE AND CUSTOMER AGREES TO ACCEPT THE FOLLOWING SERVICES AND EQUIPMENT AT THE CHARGES AND FREQUENCY OF COLLECTION INDICATED BELOW SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED ON THE REVERSE SIDE.

CONTAINER SPECIFICATIONS

QUANTITY	CAPACITY (CU. YDS.)	OPEN	CLOSED	FRONT	REAR	OTHER	CASTERS
(see Attached)							

FREQUENCY OF SERVICE

☐ ON CALL

☐ PICK UP(S) PER WEEK

EFFECTIVE SERVICE DATE

EFFECTIVE DISC. DATE

☐ CUSTOMER OWNED

☐ WMI OWNED

EQUIP. PROMISE DATE

P.U. DEL.

DATE DELIVERED

CONTRACT REVIEW DATE

SCHEDULE OF CHARGES

SERVICE CHARGE PER MONTH \$

ADDITIONAL CHARGE PER

YARD OVER CONT. SPEC. \$

CONTAINER USE CHARGE \$

COMPACTOR USE CHARGE \$

SERVICE CHARGE PER

☐ YARD \$

☐ LOAD SIZE \$

OR SIZE \$

LIFT SIZE \$

SIZE \$

*INDICATE COMPACTOR LOAD WITH A "C"

PREVIOUS SVC \$

PRESENT SVC \$

(OFFICE USE ONLY)

☐ 640

☐ UPDATE STREET LISTING

☐ SALE SUMMARY

☐ TICKET TAB

☐ TICKET PLATE

☐ CUST. FILE

☐ COMPACTOR FILE

☐ ROUTE CARD

	MON	TUE	WED	THUR	FRI	SAT	SUN	TOT
NEW								
OLD								
ROUTE								

CHECK LIST

SPECIAL INSTRUCTIONS

All Elder Beerman Locations - Front Load and Roll Off service per attached list:

All rates guaranteed (frontload and roll off) Thru 12-31-87

The term of this agreement shall be from the below written date through January 31, 1988, and shall not renew automatically.

MISCELLANEOUS DATA FOR -
"640" - LINE 50

TERMS AND CONDITIONS ON REVERSE SIDE ARE PART OF THE AGREEMENT.

CUSTOMER

CONTRACTOR

AUTHORIZED SIGNATURE

REPRESENTATIVE'S SIGNATURE

Sr. VP, Operations

Jan. 23, 1987

TITLE

DATE

TERRITORY NO.

DATE

TERMS AND CONDITIONS OF SERVICE AGREEMENT

TERM. The term of this agreement shall be for three years from the effective date of service, and shall be automatically renewed for the terms thereafter unless either party shall give written notice of termination (Certified Mail) to the other at least sixty (60) days prior to the termination of the initial term or any renewal term. In the event the Customer terminates this agreement other than as provided above, Customer shall pay to Contractor as liquidated damages, a sum calculated as follows: (a) if the remaining term under this agreement is six or more months, Customer shall pay its most recent monthly charge multiplied by six; (b) if the remaining term under this agreement is less than six months, Customer shall pay its most recent monthly charge multiplied by the number of months remaining in the term.

WASTE MATERIALS. Customer warrants that the waste materials delivered to Contractor hereunder will not contain any hazardous, toxic or radioactive wastes or substances as defined by applicable federal, state, local or provincial laws or regulations. Customer acknowledges that he has read a one page document entitled "Contractor's Definition of Special Waste" (Form No. WMNA-0038AD dated 10/86) and warrants that the waste materials delivered to Contractor hereunder will not contain any special waste, as so defined, unless and except as specifically described in "Generator's Waste Material Profile Sheet" attached hereto. Contractor shall acquire title to the waste materials when loaded into Contractor's vehicles, provided, however, that title to and liability for the waste materials excluded from this agreement above shall remain with Customer, and Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property or the environment arising out of the breach of the warranty stated above.

DEFINITION OF EQUIPMENT. The term "equipment" as used herein shall mean all equipment furnished by Contractor in providing the services as specified on the face of this agreement. All equipment furnished by Contractor, which Customer has not purchased, shall remain the property of Contractor and Customer shall have no right, title or interest in the equipment.

CUSTOMER'S RESPONSIBILITY FOR EQUIPMENT. Customer shall be responsible for all loss or damage to the equipment, other than normal wear and tear and except for loss or damage resulting from Contractor's handling of the equipment when providing its services hereunder. Customer shall not overload or move the equipment, or make any alterations or improvements to the equipment and shall use the equipment only for the proper purposes for which it is intended. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment.

On collection day, Customer shall provide unobstructed access to the equipment. If the equipment is inaccessible, Customer will be notified, and any additional collection service or attempts to provide such service shall be charged as an "extra pick-up".

CHARGES AND PAYMENT. Customer shall pay Contractor for the services provided by Contractor in accordance with the Schedule of Charges shown on the face of this agreement.

Customer shall be liable for all taxes, fees or other charges imposed upon the disposal of Customer's waste materials by federal, state, local or provincial laws and regulations.

Payment shall be made by Customer within ten (10) days after receipt of an invoice from Contractor. In the event that any payment is not made when due, Contractor, at its sole option, may, at any time, terminate this agreement on notice to Customer and recover any equipment on the premises of Customer. Contractor may impose, and Customer agrees to pay, a late fee not to exceed the maximum rate allowed by applicable law for all past due payments.

DISPOSAL AND FUEL COST INCREASES. Since disposal charges and fuel costs are a significant portion of the cost of Contractor's services provided hereunder, Contractor may increase the unit price of the Schedule of Charges in an amount equal to any equivalent unit increase in disposal or fuel costs.

OTHER ADJUSTMENTS TO SCHEDULE OF CHARGES. The Schedule of Charges may be adjusted from time to time to reflect increases in the Consumer Price Index since the last adjustment (or since the date of execution of this agreement for the first adjustment). The Schedule of Charges may be adjusted for reasons other than increases in disposal or fuel costs or the Consumer Price Index, subject to approval by Customer.

SPECIAL WASTE. If this agreement pertains to Contractor's furnishing of services and equipment for "special waste," then the following additional terms and conditions shall apply:

Customer warrants that the special waste has the components and characteristics meeting the description contained in the "Generator's Waste Material Profile Sheet" attached hereto and made a part hereof.

In the event such special waste is later determined or defined to be hazardous, toxic or radioactive waste or if the disposal facility permitted to receive such special waste ceases operations or is later prohibited to receive such waste, then this agreement shall be subject to immediate termination by either party upon written notice to the other.

If manifests or shipping papers are required by law to accompany the special waste to the storage or disposal facility, Customer is responsible to prepare all manifests or papers in form and number required by law.

PAVEMENT DAMAGE. Contractor shall not be responsible for damage to Customer's pavement or other driving surface resulting from the weight of Contractor's vehicles servicing the equipment location designated by Customer.

CHANGES. Changes in the Schedule of Charges, frequency of collection service, number, capacity and type of equipment may be agreed to orally or in writing, by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

ATTORNEY'S FEES. In the event of a breach of this agreement by either party, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this agreement.

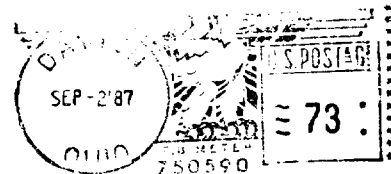
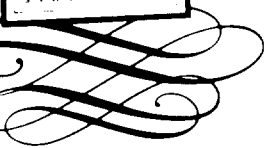
ASSIGNMENT AND BENEFIT. This agreement shall be binding on the parties and their successors and assigns.

MISCELLANEOUS. If any conflict or differences exist in this agreement between terms which are printed and those which are typed or written, the typed or written language shall govern.



Elder-Beerman

P.O. BOX 1448
DAYTON, OHIO 45401-1448



Ms. Ruth Mancos
U.S. EPA-Region v
CERCLA Enforcement Section (5HE-12)
230 South Dearborn St.
Chicago, Il. 60604